



# The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

April 2, 1986

No. 6-094A034

RECORDATION NO. 9784 A  
Filed 1485

Date APR 4 1986

Fee \$ 10.00

ICC Washington, D. C.

Mr. James H. Bayne  
Secretary

Interstate Commerce Commission  
Washington, D.C. 20423

APR 4 1986 - 3 05 PM  
INTERSTATE COMMERCE COMMISSION

Re: Conditional Sale Agreement dated as of September 1, 1978  
by and between The Atchison, Topeka and Santa Fe  
Railway Company and Whitehead & Kales Company

Dear Secretary:

Enclosed herewith please find an original, one counterpart  
and four additional copies of the document described below to be  
recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is the Agreement of Termination and Release,  
dated as of October 1, 1985, relating to the above Conditional  
Sale Agreement, dated as of September 1, 1978.

That Conditional Sale Agreement is one of the primary  
documents to which this agreement is connected and is recorded  
under Recordation No. 9784.

The names and addresses of the parties to this document are:

The Conditional Sale Vendor:

Whitehead & Kales Company  
(A Division of Thrall Car  
Manufacturing Company)  
P.O. Box 218  
Chicago Heights, Illinois 60411

The Company, as Purchaser:

The Atchison, Topeka and Santa Fe Railway Company  
80 East Jackson Boulevard  
Chicago, Illinois 60604

The Assignee:

The First National Bank of Kansas City  
(Now doing business as Boatmen's First  
National Bank of Kansas City  
P. O. Box 38  
Kansas City, Missouri 64183

APR 4 2 54 PM '86  
RECORDED

*C. A. [Signature]*

Mr. James H. Bayne  
April 2, 1986  
Page 2

The equipment covered by the Conditional Sale Agreement is described on the bill of sale attached hereto as Attachment 1.

A check in the amount of \$10 is also enclosed in payment of the Commission's prescribed recordation fee. Please return the original and the copies not needed by the Commission for recordation to me, which I would like to have returned bearing the recordation information.

A short summary of the document to appear in the index is as follows:

The Agreement of Termination and Release, dated as of October 1, 1985, relating to the Conditional Sale Agreement, dated as of September 1, 1978, by and among The Atchison, Topeka and Santa Fe Railway Company and The First National Bank of Kansas City (now doing business as Boatmen's First National Bank of Kansas City), as Assignee of the Conditional Sale Vendor, terminates the Conditional Sale Agreement by virtue of fulfillment thereof and payment of all amounts to be paid thereunder and provides for, and by bill of sale attached thereto effects, the transfer of title to the subject equipment to The Atchison, Topeka and Santa Fe Railway Company in accordance with the terms thereof.

Very truly yours,

Gus Svolos  
Vice President-Law

JQG/LBM/lgd

Enclosures

BILL OF SALE

THE FIRST NATIONAL BANK OF KANSAS CITY (now doing business as BOATMAN'S FIRST NATIONAL BANK OF KANSAS CITY [herein called the "Assignee"]), Assignee under an Agreement and Assignment (the "Agreement"), dated as of September 1, 1978, by which Agreement WHITEHEAD & KALES COMPANY (the "Manufacturer") assigned and transferred to Assignee certain of Manufacturer's rights, titles and interests in and to the Conditional Sale Agreement dated as of September 1, 1978 (the "Agreement") between the Manufacturer and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (the "Buyer"), the legal owner and holder of all right, title and interest in and to the after-described railroad equipment ("Equipment"); subject, however, to the provision of the Agreement that all right, title and interest in and to the Equipment shall pass to the Buyer upon the Buyer's payment of the full Purchase Price of the Equipment, all interest on such Purchase Price and all other payments, if any, that may be due by the Buyer under that Agreement and the Buyer's performance of all of its covenants and conditions therein contained. As the Buyer has made all payments and performed all covenants and conditions required in the Agreement, the Assignee, does, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, hereby grant, bargain, sell, transfer and set over unto the Buyer, its successors and assigns, the following described Equipment AS IS, WHERE IS:

<u>Number of Units</u>	<u>Description</u>	<u>Road Numbers</u>
157	89'4" Enclosed Tri-Level Auto-mobile Racks for Ford Service	1145 to 1301
50	89'4" Enclosed Roofless Tri-Level Automobile Racks for Ford Service	1095 to 1144
55	89'4" Enclosed Bi-Level Truck and Automobile Racks for Ford Service	1040 to 1094

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262 Total Units

TO HAVE AND TO HOLD all and singular the above-described units of Equipment to the Buyer, its successors and assigns for its and their own use and behoof forever.

IN WITNESS WHEREOF, the Assignee has caused this instrument to be executed in its name by its officers thereunto duly authorized and its corporate seal to be hereunto affixed as of this 1st day of October, 1985.

BOATMAN'S FIRST NATIONAL BANK OF  
KANSAS CITY  
As Assignee

By

Title:

*Michael J. Helak*  
AVP

**Interstate Commerce Commission**  
Washington, D.C. 20423

4/7/86

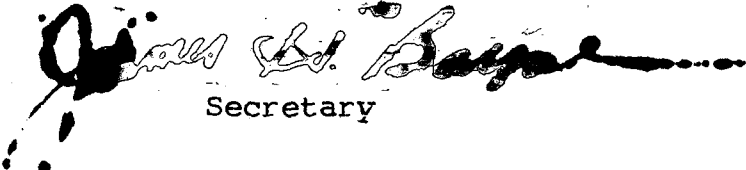
**OFFICE OF THE SECRETARY**

Gus Svolos  
Vice President -Law  
The Atchison, Topeka & Santa Fe RYW Co.  
80 East Jackson Blvd.  
Chicago, Illinois 60604

Dear  
Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/4/86 at 3:05pm and assigned re-recording number(s). 9784-A Released

Sincerely yours,

  
Secretary

Enclosure(s)

CONDITIONAL SALE AGREEMENT  
DATED SEPTEMBER 1, 1978

TERMINATION AND RELEASE

RECORDATION I.O. 9784-A  
Filed 1428  
APR 4 1986 -3 05 PM  
INTERSTATE COMMERCE COMMISSION

This AGREEMENT is made and entered into as of this 1st day of October, 1985, by and between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (the "Buyer") and WHITEHEAD & KALES COMPANY (the "Manufacturer"), under the Conditional Sale Agreement (the "CSA"), dated as of September 1, 1978, by and between the Manufacturer and the Buyer and also under an Agreement and Assignment, dated as of the same date, by and between THE FIRST NATIONAL BANK OF KANSAS CITY and the Manufacturer named in, and party to, the Conditional Sale Agreement, with the Buyer, whereby Manufacturer assigned to The First National Bank of Kansas City all of its rights under the CSA. The First National Bank of Kansas City subsequently merged with Boatmen's Bank and Trust, and is now doing business as BOATMEN'S FIRST NATIONAL BANK OF KANSAS CITY (hereinafter referred to as the "Assignee").

WITNESSETH

WHEREAS, the Buyer, by its payments of principal and interest on October 1, 1985, together with all prior payments under the CSA, has paid to the Assignee for the account of the Manufacturer the full Purchase Price for all of the Equipment sold to the Buyer under the CSA, together with all interest thereon, and has also paid any and all other payments and has performed and satisfied all of the covenants, conditions and obligations on its part to be paid, performed and satisfied under the Conditional Sale Agreement and Agreement and Assignment;

WHEREAS, the Assignee has paid to the Manufacturer all amounts payable to said Manufacturer under the CSA and Agreement and Assignment, and has also paid to the Buyer all amounts to be paid by the Assignee to the Buyer pursuant to the CSA and Agreement and Assignment.

WHEREAS, pursuant to Section 4.2 of the CSA, the title to and interest in all of the Equipment under the CSA passes to and vests in, and has passed to and vested in, the Buyer upon the Buyer's full payment, performance and satisfaction as aforesaid and without further transfer or act by the Assignee, the Buyer or any other party; provided, however, that the Assignee upon request by the Buyer shall execute and deliver such bill or bills of sale for all of the Equipment transferring the title to and interest therein to the Buyer free and clear of all liens, claims and encumbrances created by any act, default or omission of the Assignee and shall also execute for record or for filing in public offices such instrument or instruments in writing as may be necessary or appropriate in order then to make clear upon the public records the title of the Buyer to the Equipment;

WHEREAS, the Buyer hereby makes its Request that such bill or bills of sale and other instruments and documents be executed and delivered by the Assignee pursuant to Section 4.2 of the CSA, and the Buyer and the Assignee also wish hereby to confirm,

document and evidence the termination of the CSA and Agreement and Assignment and to release the Equipment from, and to make the Buyer's title thereto clear upon, the public record.

NOW THEREFORE, the parties hereto agree as follows:

1. The Assignee confirms and agrees that the Buyer has paid to the Assignee for the account of the Manufacturer all of the Purchase Price, together with all interest thereon, and has paid, performed and satisfied any and all other payments, covenants, conditions and obligations on the part of the Buyer to be paid, performed or satisfied under the CSA and Agreement and Assignment, both dated as of September 1, 1978.
2. The Assignee hereby represents and warrants that the Assignee has paid to the Buyer all amounts to be paid by the Assignee to the Buyer pursuant to the CSA and Agreement and Assignment. The Buyer hereby confirms receipt of the amount paid.
3. The Buyer and the Manufacturer confirm and agree that said CSA and Agreement and Assignment did terminate as of the close of business of October 1, 1985, except as to the terms and provisions of any of such agreements for which continuation after October 1, 1985, is necessary to give effect thereto.
4. The Assignee by execution and delivery of the attached bill of sale, the same being hereby requested by the Buyer, does

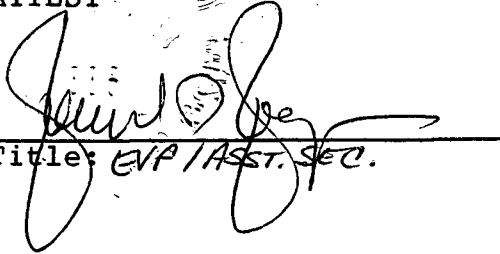
evidence as of the close of business of October 1, 1985, the transfer of all title to, and property in, all of the Equipment under the CSA to the Buyer in accordance with Section 4.2 of the CSA.

5. The Assignee and the Buyer hereby agree that the security interest filed with the Interstate Commerce Commission under 49 USC § 11303 (formerly Section 20c of the Interstate Commerce Commission) in favor of the Assignee as assignee for the Manufacturer under the CSA and Agreement and Assignment should be released, terminated and fully discharged of record, and that any and all other filings and recordings evidencing or imposing any lien, encumbrance or security interest in favor of the Assignee as aforesaid should be also released, terminated and fully discharged.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed as of the date first above written.

BOATMEN'S FIRST NATIONAL BANK OF  
KANSAS CITY  
as Assignee

ATTEST

  
Title: CVP / ASST. SEC.

By

  
Title: AVT



THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY

ATTEST

  
L. M. McGovern  
Assistant Secretary

By A. G. Rugg  
Executive Vice President

BILL OF SALE

THE FIRST NATIONAL BANK OF KANSAS CITY (now doing business as BOATMAN'S FIRST NATIONAL BANK OF KANSAS CITY [herein called the "Assignee"]), Assignee under an Agreement and Assignment (the "Agreement"), dated as of September 1, 1978, by which Agreement WHITEHEAD & KALES COMPANY (the "Manufacturer") assigned and transferred to Assignee certain of Manufacturer's rights, titles and interests in and to the Conditional Sale Agreement dated as of September 1, 1978 (the "Agreement") between the Manufacturer and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (the "Buyer"), the legal owner and holder of all right, title and interest in and to the after-described railroad equipment ("Equipment"); subject, however, to the provision of the Agreement that all right, title and interest in and to the Equipment shall pass to the Buyer upon the Buyer's payment of the full Purchase Price of the Equipment, all interest on such Purchase Price and all other payments, if any, that may be due by the Buyer under that Agreement and the Buyer's performance of all of its covenants and conditions therein contained. As the Buyer has made all payments and performed all covenants and conditions required in the Agreement, the Assignee, does, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, hereby grant, bargain, sell, transfer and set over unto the Buyer, its successors and assigns, the following described Equipment AS IS, WHERE IS:

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IN WITNESS WHEREOF, the Assignee has caused this instrument to be executed in its name by its officers thereunto duly authorized and its corporate seal to be hereunto affixed as of this 1st day of October, 1985.

BOATMAN'S FIRST NATIONAL BANK OF  
KANSAS CITY  
As Assignee

By Michael J. Hale  
Title: